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RECEIVED

MAY 09 1992

HUB LAW OFFICES

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12	CHURCH OF SCIENTOLOGY	)	Case No. BC 052395
	INTERNATIONAL, a California)	
13	not-for-profit religious	)	PLAINTIFF'S EX PARTE
	corporation;	)	APPLICATION FOR AN
14		)	ORDER THAT THIS COURT
	Plaintiff,	)	CONSIDER MEMORANDA OF
15		)	POINTS AND AUTHORITIES
	vs.	)	IN EXCESS OF 15 PAGES
16		)	FILED BY THE PARTIES IN
	GERALD ARMSTRONG; DOES 1	)	SUPPORT OF AND/OR
17	through 25, inclusive,	)	OPPOSITION TO PLAINTIFF'S
		)	MOTION FOR PRELIMINARY
18		)	INJUNCTION; MEMORANDUM OF
		)	POINTS AND AUTHORITIES AND
19		)	DECLARATION OF LAURIE J.
		)	BARTILSON IN SUPPORT THEREOF
20)	
		)	DATE: May 6, 1992
21		)	TIME: 1:30 p.m.
		)	DEPT: 86
22		)	NO TRIAL DATE
	Defendants.	)	NO MOTION CUT-OFF
23		)	NO DISCOVERY CUT-OFF

24 TO DEFENDANT GERALD ARMSTRONG AND HIS ATTORNEYS OF RECORD:
25 PLEASE TAKE NOTICE that on May 6, 1992 at 1:30 p.m. or as
26 soon thereafter as may be heard, in Department 86 of the above-
27 entitled Court located at 111 N. Hill Street, Los Angeles,
28 California, plaintiff Church of Scientology International will

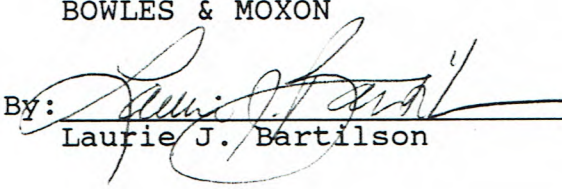
1 move this Court for an Order that this Court consider memoranda
2 of points and authorities submitted by the parties in support of
3 and/or opposition to plaintiff's motion for preliminary
4 injunction up to an including 25 pages in length. This motion is
5 made pursuant to LDPM § 351 et seq., Los Angeles Superior Court
6 Rule 801 (13), and is based on the prior Orders of the Marin
7 County Superior Court, entered in this case prior to its transfer
8 to this Court. As grounds for the motion, plaintiff states that
9 the factual and legal issues presented by the preliminary
10 injunction motion are complex and cannot be adequately briefed in
11 15 pages, that the parties have already briefed those issues, and
12 that the memoranda of points and authorities supporting and
13 opposing plaintiff's motion, which are already a part of this
14 Court's file, each exceed 15 pages in length.

15 This Application is based on this Application, the
16 accompanying memorandum of points and authorities, the
17 declaration of Laurie J. Bartilson, the records and files herein
18 and such other and further evidence as properly may be adduced at
19 the hearing of this Application.

20 Dated: May 6, 1992

Respectfully submitted,

BOWLES & MOXON

21
22
23 By: 
Laurie J. Bartilson

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 This action was transferred to this Court from Marin County
5 Superior Court, with plaintiff's motion for preliminary
6 injunction fully briefed by plaintiff, Church of Scientology
7 International ("plaintiff" or "the Church"), and defendant,
8 Gerald Armstrong ("defendant" or "Armstrong"), but not heard.
9 During the course of those proceedings, the Marin Court granted
10 plaintiff's request that it be permitted to file a memorandum of
11 points and authorities in support of its motion for preliminary
12 injunction which was 20 pages in length [Ex. A], and later waived
13 the rule concerning page limits for all of the briefing to be
14 done on this motion [Ex. B]. As demonstrated below, while the
15 issues raised by the motion are straightforward, the facts which
16 support the motion and the legal conclusions to be drawn are
17 somewhat complex and require substantial briefing. Accordingly,
18 plaintiff Church of Scientology International ("CSI") requests an
19 order from this Court that this Court consider memoranda of
20 points and authorities submitted by the parties in support of
21 and/or opposition to plaintiff's motion for preliminary
22 injunction up to and including 25 pages in length.¹

23
24 ¹ The memoranda already filed with the Court in Marin by
25 the parties are as follows: Memorandum of Points and Authorities
26 in Support of Plaintiff's Motion for Preliminary Injunction for
27 Breach of Contract (20 pages); Armstrong's Memorandum of Points
28 and Authorities in Opposition to [Plaintiff's] Motion for a
Preliminary Injunction (63 pages); Plaintiff's Reply to
Defendant's Opposition to Plaintiff's Motion for Preliminary
Injunction (30 pages). In addition, proposed intervenor Joseph
A. Yanny filed an Amicus Curiae Brief of Joseph A. Yanny in
Opposition to Plaintiff's Order to Show Cause Re Preliminary

1 Plaintiff's counsel attempted to reach a stipulation to this
2 effect with counsel for defendant, Gerald Armstrong.² However,
3 defendant's counsel refused to reduce their memorandum of 63
4 pages, currently on file, to 25 pages, and so would not agree to
5 the stipulation.³ [Ex. C, Declaration of Laurie J. Bartilson,
6 paras. 2 - 8]

7 II.

8 STATEMENT OF FACTS

9 This is an action for breach of contract and injunctive
10 relief, filed by plaintiff on February 4, 1992, in Marin County,
11 California, where the defendant resides. On February 4, 1992,
12 plaintiff applied to the Marin Court for leave to file a brief in
13 excess of fifteen pages in support of its motion for preliminary
14 injunction. [Ex. D, Application] That application was granted
15 by the Honorable Beverly Savitt on February 4, 1992. [Ex. A,
16 Order]. Plaintiff accordingly filed a memorandum in support of
17 its motion which was twenty (20) pages in length.

18
19 Injunction that is 72 pages in length, and plaintiff filed an
20 Objection to Yanny's Amicus Curiae Brief and Motion to Intervene
which is 15 pages in length.

21 ² Plaintiff did not attempt to so stipulate with counsel
22 for Joseph Yanny, a third party who is attempting to intervene in
23 this action and has filed a 72-page "amicus curiae" brief.
24 Yanny's overly long brief is largely duplicative of arguments
25 made by Armstrong. Plaintiff has objected to its consideration
in its entirety (see, Plaintiff's Objection to Yanny's Amicus
Curiae Brief and Motion to Intervene, March 16, 1992), and
objects to its excessive length of 72 pages as well.

26 ³ Plaintiff is convinced that 25 pages is sufficient for
27 any of the memoranda filed with the Court. Only after defendant
28 filed a 63-page opposition was plaintiff required to file a
longer reply, and even that is only 30 pages in length.
Plaintiff is willing to reduce its memoranda to 25 pages should
the Court impose this reasonable limit.

1 The motion was set for hearing on March 6, 1992, but, after
2 defendant made a series of motions seeking a continuance and
3 challenging the assigned judge, the hearing date was moved to
4 March 20, 1992. When the new hearing date was established, the
5 Court also ruled that the 15-page limit would be waived as to the
6 remaining briefs yet to be filed by defendant and plaintiff. [Ex.
7 B, Transcript of Proceedings] Thereafter, defendant filed an
8 opposing brief sixty-three (63) pages in length. Plaintiff
9 responded to this brief with a thirty (30) page reply.

10 Defendant moved to change venue from Marin to Los Angeles,
11 and his motion was granted while plaintiff's motion for
12 preliminary injunction was still pending. The case was assigned
13 a new case number in Los Angeles on April 13, 1992, and on that
14 same day, plaintiff re-noticed its motion for preliminary
15 injunction for hearing on April 28, 1992. [Ex. E, Notice] On
16 April 28, 1992, however, the matter was transferred from
17 Department 85 to Department 86, and then to this Court for
18 hearing. The motion for preliminary injunction is now set for
19 hearing by this Court on May 14, 1992. [Ex. F, Notice] The
20 files from Marin have been transferred, and plaintiff has also
21 provided courtesy copies to the Court of its moving and reply
22 papers.⁴

23 ///

24 ///

25
26 ⁴ Plaintiff did not supply the Court with copies of
27 defendant's papers as well only because of their volume. In
28 addition to the 63-page brief, defendant filed stacks of
irrelevant exhibits which can be measured in feet, rather than
inches.

1 III

2 ARGUMENT

3 **A. Plaintiff's Memorandum In Support of Preliminary Injunction**
4 **Of Twenty Pages Should Be Accepted By The Court**

5 The facts supporting plaintiff's request for injunctive
6 relief are straightforward, but the extent of defendant's
7 breaches are so substantial that they require slightly more than
8 nine pages of text in which to present them to the Court in a
9 clear and understandable fashion. In December, 1986, plaintiff
10 sought to end a period of long and bitter harassment and attack
11 from former-member Armstrong. After years of Armstrong's overt
12 and covert activities, which included fomenting litigation
13 against his former Church and plotting to forge and plant phony
14 documents in Church files to be found in a government raid,
15 Armstrong entered into a confidential settlement agreement with
16 the Church ("the Agreement"). The terms of the Agreement
17 required Armstrong not merely to end his own litigation against
18 the Church, but among other things, also required Armstrong to
19 refrain from aiding others in litigation, to return to the Church
20 all copies of documents which he had stolen, to refrain from
21 discussing with third parties his experiences with the
22 Scientology faith and to keep confidential all terms of the
23 Agreement itself. [Verified Complaint, paras. 8, 10]

24 Unfortunately, as set forth in plaintiff's memorandum [Ex.
25 G], such a peace was not to be. Since June, 1991, Armstrong has
26 embarked on a virtual campaign to violate his Agreement. By his
27 own admissions, Armstrong has:

28 - Provided aid to anti-Church litigants Vicki and Richard

1 Aznaran and Joseph Yanny by giving them declarations which
2 purport to describe Armstrong's experiences with Scientology, and
3 which attach copies of documents that Armstrong agreed to return
4 or keep confidential, including copies of the Agreement;

5 - Performed paralegal services for Yanny in the Aznarans'
6 case; and

7 - Performed paralegal services in the Aznarans' case for the
8 Aznarans' present attorney. [Verified Complaint, paras. 16-23,
9 26-29, 32-33, 36].

10 Rather than deny these activities, all of which violate the
11 specific and clear terms of the Agreement, and all of which end
12 the peace for which the Church bargained and paid, Armstrong
13 boasts of them.

14 After a preliminary statement, the next nine pages of
15 plaintiff's memorandum describe the Agreement, the players, the
16 precise breaches by Armstrong, and Armstrong's admissions
17 concerning those breaches, with reference to the accompanying
18 evidence. These facts are explained in detail, as they lay the
19 foundation for the relief which plaintiff seeks.

20 Thereafter, plaintiff's memorandum is comprised of a brief
21 discussion of each of the elements which plaintiff must
22 demonstrate in order to obtain the relief which it seeks, along
23 with an application of the relevant law to the facts of the case.
24 The issues addressed include injunctive relief for breach of a
25 contract which may be specifically enforced, preservation of the
26 status quo, prevention of irreparable injury, the likelihood that
27 plaintiff will prevail on the merits, and the lack of interim
28 harm to defendant. These matters are cogently discussed, but

1 still require six additional pages of briefing. With the
2 addition of a preliminary statement and conclusion, plaintiff's
3 memorandum is twenty pages in length, five pages less than the
4 limit which plaintiff is requesting that this Court set for all
5 briefing of this motion. Twenty pages are necessary to fully
6 describe the controversy between the parties, and to set forth
7 the relevant law and legal argument. As noted above, this
8 memorandum was already accepted for filing by Judge Savitt in
9 Marin.

10 **B. The Remaining Papers Are Overly Long And May Be Reduced**
11 **To Twenty-Five Pages With Little Difficulty**

12 In response to plaintiff's moving papers, defendant filed a
13 63-page memorandum of points and authorities. Since Armstrong
14 himself has admitted that he is openly and deliberately breaching
15 his Agreement, the memorandum is devoted largely to ad hominem
16 attacks on plaintiff, its faith and its lawyers. Armstrong's
17 overly long brief includes a 4-page introduction, 16 pages
18 discussing "facts" which have little or no relevance to the
19 motion and 35 pages of argument asserting that he should not be
20 held to the terms of the Agreement, regardless of his acceptance
21 of a large sum in settlement. Armstrong's focus is on the
22 alleged "badness" of the plaintiff, rather than providing the
23 Court with any cogent reasons why he should not be required to
24 perform his contract as he agreed. It is evident from even a
25 cursory review of this document that Armstrong could easily make
26 the same arguments in many fewer pages. Accordingly, Armstrong
27 should be required to reduce this memorandum to 25 pages.

28 Plaintiff's reply memorandum is 30 pages in length, only

1 because plaintiff was required to respond to defendant's overly
2 long papers. If defendant's opposition is reduced to 25 pages,
3 plaintiff can and will similarly reduce its reply to 25 pages.
4 In both cases, this will result in a thorough briefing to the
5 Court while lessening its burden.⁵

6 IV

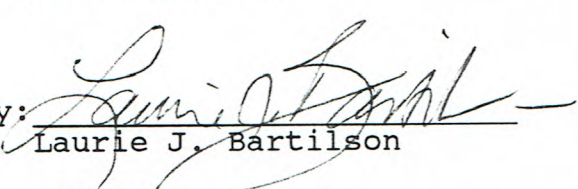
7 CONCLUSION

8 The issues presented by the Church's motion for preliminary
9 injunction are straightforward, but do require detailed and
10 careful briefing. The Marin Court has already accepted the
11 filing of briefing papers 20, 63 and 30 pages in length.
12 Plaintiff requests that the Court enter an order that it will
13 accept and consider memoranda in support of or opposition to
14 plaintiff's motion for preliminary injunction in excess of 15 but
15 no longer than 25 pages.

16 Dated: May 6, 1992

Respectfully submitted,

BOWLES & MOXON

17
18
19 By: 
Laurie J. Bartilson

20 Andrew H. Wilson
21 WILSON, RYAN & CAMPILONGO

22 Attorneys for Plaintiff
23 Church of Scientology
24 International

25
26
27 _____
28 ⁵ If the Court prefers simply to accept all of the papers
currently on file, plaintiff has no objection.

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

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Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)	Case No.
INTERNATIONAL, a California)	
13 not-for-profit religious)	ORDER PERMITTING FILING OF
corporation;)	BRIEF IN EXCESS OF FIFTEEN
14)	(15) PAGES
Plaintiff,)	
15)	
vs.)	
16)	
GERALD ARMSTRONG; DOES 1)	
17 through 25, inclusive,)	
18 Defendants.)	

19

20 The application of Plaintiff CHURCH OF SCIENTOLOGY
21 INTERNATIONAL for an Order permitting the filing of a brief in
22 excess of fifteen (15) pages was considered by this Court on this
23 date.

24 Good cause appearing therefor,

25 IT IS HEREBY ORDERED that Plaintiff shall be permitted to file
26 its Memorandum of Points and Authorities in Support of Motion for

27 / / /

28 / / /

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 Preliminary Injunction, not to exceed twenty (20) pages in length.

2

3 DATED: _____

Beverly Hawitt

JUDGE OF THE SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

HON. MICHAEL B. DUFFICY, JUDGE DEPARTMENT 4

---000---

CHURCH OF SCIENTOLOGY
INTERNATIONAL, A CALIFORNIA
NOT-FOR-PROFIT RELIGIOUS
CORPORATION,

PLAINTIFFS,

VS.

GERALD ARMSTRONG, ET AL.,
DEFENDANTS.

NO. 152229

REPORTER'S TRANSCRIPT OF PROCEEDINGS

TUESDAY, MARCH 3, 1992

REPORTED BY: DEBORAH S. BARTUNEK, CSR 4822

1 FOR MR. ARMSTRONG THAT HE CAN CONTINUE TO WORK
2 FOR MR. GREENE AND MR. GREEN'S LAW OFFICE.

3 MR. WILSON: WE WILL PUT THAT IN THERE.
4 WE'LL SUBMIT IT TO COUNSEL FOR APPROVAL AS TO
5 FORM. IF HE DOESN'T APPROVE IT WITH AN
6 INDICATION THAT HE WON'T --

7 THE COURT: IF IT'S UNTIMELY, I WILL BE
8 HERE THROUGH THE END OF BUSINESS ON THURSDAY,
9 THEN I'LL BE GOING OUT OF THE COUNTRY FROM
10 FRIDAY MORNING UNTIL MONDAY THE 16TH.

11 MR. WILSON: WE'LL SUBMIT THE ORDER TO
12 YOU BY TOMORROW AT NOON.

13 AND WHY DON'T WE -- WHAT IF MR.
14 GREENE HAS AN OBJECTION, HE CAN COMMUNICATE BY
15 LETTER TO YOU WITH COPIES TO US.

16 THE COURT: FINE.

17 MR. WILSON: THAT WAY WE DON'T HAVE
18 TO --

19 THE COURT: THAT'S FINE.

20 MR. WILSON: THANK YOU.

21 MR. GREENE: WHAT --

22 THE COURT: ANY QUESTION ABOUT
23 SCHEDULING?

24 MR. GREENE: NO.

25 MR. BERRY: YES, YOUR HONOR. 4:00 P.M.
26 MONDAY, MARCH 16TH, FOR OPPOSITION?

27 THE COURT: LET'S GO OVER THAT AGAIN.

28 ANY ADDITIONAL PLEADINGS, DOCUMENTS

page 19

1 IN OPPOSITION TO PENDING MOTIONS, AND SO FORTH,
2 MUST BE FILED BY 4:30 ON MONDAY, MARCH 16TH.

3 ANY RESPONSE THAT ANY OF THE PARTIES
4 WISH TO FILE TO ANY OF THE PLEADINGS FILED ON
5 THE 16TH MUST BE FILED NO LATER THAN 4:30 ON
6 THURSDAY THE 19TH, AND A HEARING ON ALL PENDING
7 MOTIONS, NAMELY MR. YANNY'S MOTION TO INTERVENE
8 AND PLAINTIFFS' MOTION FOR A PRELIMINARY
9 INJUNCTION, WILL BE HEARD IN THIS DEPARTMENT AT
10 9:00 O'CLOCK ON FRIDAY, THE 20TH OF MARCH.

11 MR. GREENE: ONE OTHER HOUSEKEEPING
12 MATTER BEFORE YOU IS MY EX PARTE APPLICATION,
13 THAT I UNDERSTAND IS UNOPPOSED, TO FILE A BRIEF
14 IN EXCESS OF 15 PAGES. CAN WE DEAL WITH THAT
15 NOW?

16 MR. WILSON: NO PROBLEM.

17 THE COURT: LOOKING AT THE DOCUMENTS, A
18 MERE FEW EXTRA PAGES WILL NOT BOTHER ME; SO YES,
19 THAT WILL BE GRANTED.

20 MS. BARTILSON: CAN WE ASK FOR THE SAME
21 COURTESY ON OUR REPLY, YOUR HONOR?

22 THE COURT: YES. LET'S JUST WAIVE THE 15
23 PAGES.

24 MS. BARTILSON: WAIVE IT.

25 MR. WILSON: THAT'S ONE THING WE CAN ALL
26 AGREE ON, YOUR HONOR.

27 THE COURT: I'D RATHER HAVE EVERYTHING IN
28 WRITING SO I CAN READ IT AHEAD OF TIME.

DECLARATION OF LAURIE J. BARTILSON

I, LAURIE J. BARTILSON, hereby depose and state:

1. I am an attorney, licensed to practice law in the State of California. I am a partner in the law firm of Bowles & Moxon and am counsel of record for plaintiff Church of Scientology International in the above-referenced action. I have personal knowledge of the matters set forth herein and, if called upon to do so, could and would competently testify thereto.

2. On Tuesday, May 5, 1992, at 11:45 a.m., I telefaxed to the offices of Paul Morantz a letter dated May 5, 1992, together with a proposed stipulation and order. A true and correct copy of the letter is attached hereto as Exhibit 1. In the letter, I stated,

"Enclosed is a proposed Stipulation concerning the filing of over-sized briefs in the above-entitled matter, as well as a proposed order for signature by the Court. In the event that you are willing to enter into this stipulation, please inform me no later than 5:00 p.m. today.

"Whether or not you so stipulate, please be advised that on Wednesday, May 6, 1992, at 1:30 p.m., plaintiff will bring an ex parte application in Department 86 of the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, California, requesting that the Court accept and consider over-sized memoranda of points and authorities of up to 25 pages in support of and/or opposition to plaintiff's motion for preliminary injunction. This relief is

1 being sought on behalf of both parties to the action.
2 The grounds for plaintiff's application are the
3 complexity of the factual and legal issues involved,
4 and the earlier ruling of Judge Dufficy in Marin County
5 permitting all parties to file over-sized memoranda in
6 connection with this motion.

7 "Please advise me promptly whether you will
8 stipulate, join in the application, or oppose the
9 application."

10 3. A true and correct copy of the proposed stipulation
11 which I sent to Mr. Morantz is attached hereto as Exhibit 2. A
12 true and correct copy of the proposed order which I sent to Mr.
13 Morantz is attached hereto as Exhibit 3. A true and correct copy
14 of the telefax transmission confirmation showing receipt of the
15 transmission by Mr. Morantz's office is attached hereto as
16 Exhibit 4.

17 4. At 11:52 a.m. on that same date, I followed my telefax
18 transmission with a telephone call to Mr. Morantz's office. The
19 telephone was answered by Mr. Morantz's answering machine. I
20 left a message that on Wednesday, May 6, 1992, at 1:30 p.m.,
21 plaintiff would bring an ex parte application in Department 86 of
22 the Los Angeles Superior Court, located at 111 N. Hill Street,
23 Los Angeles, California, requesting that the Court accept and
24 consider over-sized memoranda of points and authorities of up to
25 25 pages in support of and/or opposition to plaintiff's motion
26 for preliminary injunction. I stated that this relief would be
27 sought on behalf of both parties to the action, and that the
28 grounds for plaintiff's application are the complexity of the

1 factual and legal issues involved, and the earlier ruling of
2 Judge Dufficy in Marin County permitting all parties to file
3 over-sized memoranda in connection with this motion. I further
4 stated that I had telefaxed a letter and proposed stipulation to
5 Mr. Morantz.

6 5. At 1:30 p.m., Mr. Morantz returned my telephone call.
7 He stated that he would not agree to the stipulation because it
8 limited the length of briefs to 25 pages, and that some of the
9 briefs already filed were in excess of that. I pointed out that
10 we had already been informed by this Court's clerk that the Court
11 did not grant leave to file memoranda in excess of 25 pages. Mr.
12 Morantz replied that he believed that the Court was required to
13 accept whatever had already been filed in Marin, and that he
14 intended to persuade the court to do that. He then hung up on me
15 before I could discuss the matter of the stipulation with him any
16 further.

17 6. On Tuesday, May 5, 1992, at 11:49 a.m., I telefaxed to
18 the offices of Ford Greene a letter dated May 5, 1992, together
19 with a proposed stipulation and order. A true and correct copy
20 of the letter is attached hereto as Exhibit 1. In the letter, I
21 stated,

22 "Enclosed is a proposed Stipulation concerning the
23 filing of over-sized briefs in the above-entitled
24 matter, as well as a proposed order for signature by
25 the Court. In the event that you are willing to enter
26 into this stipulation, please inform me no later than
27 5:00 p.m. today.

28 "Whether or not you so stipulate, please be

1 advised that on Wednesday, May 6, 1992, at 1:30 p.m.,
2 plaintiff will bring an ex parte application in
3 Department 86 of the Los Angeles Superior Court,
4 located at 111 N. Hill Street, Los Angeles, California,
5 requesting that the Court accept and consider over-
6 sized memoranda of points and authorities of up to 25
7 pages in support of and/or opposition to plaintiff's
8 motion for preliminary injunction. This relief is
9 being sought on behalf of both parties to the action.
10 The grounds for plaintiff's application are the
11 complexity of the factual and legal issues involved,
12 and the earlier ruling of Judge Dufficy in Marin County
13 permitting all parties to file over-sized memoranda in
14 connection with this motion.

15 "Please advise me promptly whether you will
16 stipulate, join in the application, or oppose the
17 application."

18 7. A true and correct copy of the proposed stipulation
19 which I sent to Mr. Greene is attached hereto as Exhibit 2. A
20 true and correct copy of the proposed order which I sent to Mr.
21 Greene is attached hereto as Exhibit 3. A true and correct copy
22 of the telefax transmission confirmation showing receipt of the
23 transmission by Mr. Greene's office is attached hereto as Exhibit
24 5.

25 8. At 11:55 a.m. on that same date, I followed my telefax
26 transmission with a telephone call to Mr. Greene's office. The
27 telephone was answered by defendant Gerald Armstrong. I asked to
28 speak with Mr. Greene. When Mr. Greene came to the telephone, I

1 advised him that I had just sent a telefax to his office with a
2 letter and a proposed stipulation. I told him that I was giving
3 him notice that on Wednesday, May 6, 1992, at 1:30 p.m.,
4 plaintiff would bring an ex parte application in Department 86 of
5 the Los Angeles Superior Court, located at 111 N. Hill Street,
6 Los Angeles, California, requesting that the Court accept and
7 consider over-sized memoranda of points and authorities of up to
8 25 pages in support of and/or opposition to plaintiff's motion
9 for preliminary injunction. I stated that this relief would be
10 sought on behalf of both parties to the action, and that the
11 grounds for plaintiff's application are the complexity of the
12 factual and legal issues involved, and the earlier ruling of
13 Judge Dufficy in Marin County permitting all parties to file
14 over-sized memoranda in connection with this motion. Mr. Greene
15 stated that he would read my telefax and get back to me. I heard
16 nothing further on this matter from Mr. Greene.

17 9. On Tuesday, May 5, 1992, at 11:53 a.m., I telefaxed to
18 the offices of Graham Berry, counsel for proposed intervenor
19 Joseph Yanny, a letter dated May 5, 1992, together with a
20 proposed stipulation and order. A true and correct copy of the
21 letter is attached hereto as Exhibit 1. In the letter, I stated,

22 "Enclosed is a proposed Stipulation concerning the
23 filing of over-sized briefs in the above-entitled
24 matter, as well as a proposed order for signature by
25 the Court. In the event that you are willing to enter
26 into this stipulation, please inform me no later than
27 5:00 p.m. today.

28 "Whether or not you so stipulate, please be

1 advised that on Wednesday, May 6, 1992, at 1:30 p.m.,
2 plaintiff will bring an ex parte application in
3 Department 86 of the Los Angeles Superior Court,
4 located at 111 N. Hill Street, Los Angeles, California,
5 requesting that the Court accept and consider over-
6 sized memoranda of points and authorities of up to 25
7 pages in support of and/or opposition to plaintiff's
8 motion for preliminary injunction. This relief is
9 being sought on behalf of both parties to the action.
10 The grounds for plaintiff's application are the
11 complexity of the factual and legal issues involved,
12 and the earlier ruling of Judge Dufficy in Marin County
13 permitting all parties to file over-sized memoranda in
14 connection with this motion.

15 "Please advise me promptly whether you will
16 stipulate, join in the application, or oppose the
17 application."

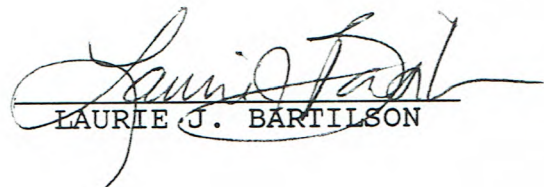
18 10. A true and correct copy of the proposed stipulation
19 which I sent to Mr. Berry is attached hereto as Exhibit 2. A
20 true and correct copy of the proposed order which I sent to Mr.
21 Berry is attached hereto as Exhibit 3. A true and correct copy
22 of the telefax transmission confirmation showing receipt of the
23 transmission by Mr. Berry's office is attached hereto as Exhibit
24 6.

25 11. At 11:57 a.m. on that same date, I followed my telefax
26 transmission with a telephone call to Mr. Berry's office. I spoke
27 with Mr. Berry, and told him that I had just sent him a letter
28 giving him notice that on Wednesday, May 6, 1992, at 1:30 p.m.,

1 plaintiff would bring an ex parte application in Department 86 of
2 the Los Angeles Superior Court, located at 111 N. Hill Street,
3 Los Angeles, California, requesting that the Court accept and
4 consider over-sized memoranda of points and authorities of up to
5 25 pages in support of and/or opposition to plaintiff's motion
6 for preliminary injunction. I stated that this relief would be
7 sought on behalf of both parties to the action, and that the
8 grounds for plaintiff's application are the complexity of the
9 factual and legal issues involved, and the earlier ruling of
10 Judge Dufficy in Marin County permitting all parties to file
11 over-sized memoranda in connection with this motion. When I told
12 Mr. Berry that plaintiff would not seek similar relief on behalf
13 of his client, because plaintiff objects to Yanny's briefing in
14 this case in its entirety, Mr. Berry indicated that he would be
15 bringing a similar motion on Yanny's behalf.

16 I declare under the penalty of perjury that the foregoing is
17 true and correct.

18 Executed this 6th day of May, 1992 at Los Angeles,
19 California.

20
21 
22 LAURIE J. BARTILSON
23
24
25
26
27
28

BOWLES & MOXON

ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON =
LALRIE J. BARTILSON †
HELENA K. KOBRIN ‡

RANDALL A. SPENCER §
WILLIAM D. KATZ
DEBRA S. TOBIAS
PETER M. JACOBS
JEFFREY S. ADELMAN

(213) 661-4030
TELECOPIER (213) 662-6419

* ALSO ADMITTED IN OREGON
= ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA
§ ALSO ADMITTED IN ILLINOIS

OF COUNSEL
MARCELLO M. DI MAURO
KAREN L. BROWN
JEANNE M. GAVIGAN
JAMES J. JACKSON
KAREN D. HOLLY

May 5, 1992

BY TELEFAX AND U.S. MAIL

Mr. Paul Morantz
P.O. Box 511
Pacific Palisades, California 90272

Mr. Ford Greene
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Mr. Graham Berry
Lewis, D'Amato, Brisbois & Bisgaard
221 N. Figueroa St.
Suite 1200
Los Angeles, California 90012

Re: Church of Scientology International v. Armstrong

Gentlemen:

Enclosed is a proposed Stipulation concerning the filing of over-sized briefs in the above-entitled matter, as well as a proposed order for signature by the Court. In the event that you are willing to enter into this stipulation, please inform me no later than 5:00 p.m. today.

Whether or not you so stipulate, please be advised that on Wednesday, May 6, 1992, at 1:30 p.m., plaintiff will bring an ex parte application in Department 86 of the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, California, requesting that the Court accept and consider over-sized memoranda of points and authorities of up to 25 pages in support of and/or opposition to plaintiff's motion for preliminary injunction. This relief is being sought on behalf of both parties to the action. The grounds for plaintiff's application are the complexity of the factual and legal issues involved, and the earlier ruling of Judge Dufficy in Marin County permitting all parties to file over-sized memoranda in connection with this motion.

May 5, 1992
Page 2

Please advise me promptly whether you will stipulate, join
in the application, or oppose the application.

Very truly yours,

BOWLES & MOXON



Laurie J. Bartilson

LJB:mfh
Enc.

1 Andrew H. Wilson
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2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
7 Hollywood, California 90028
(213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

Paul Morantz
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Pacific Palisades, CA
90272
(213) 459-4745

Ford Greene
711 Sir Francis Drake
Blvd.
San Anselmo, CA 94960
(415) 258-0360

Attorneys for Defendant
GERALD ARMSTRONG

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF LOS ANGELES

14 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
15 not-for-profit religious)
corporation;)

16 Plaintiff,)
17 vs.)

18 GERALD ARMSTRONG; DOES 1)
19 through 25, inclusive,)

20)
21 Defendants.)
22

Case No. BC 052395

STIPULATION OF THE PARTIES
TO THE SUBMISSION OF MEMORANDA
OF POINTS AND AUTHORITIES IN
EXCESS OF 15 PAGES

DATE: May 6, 1992
TIME: 1:30 P.M.
DEPT: 86

NO TRIAL DATE
NO DISCOVERY CUTOFF
NO MOTION CUTOFF

23 It is hereby agreed and stipulated between plaintiff, Church
24 of Scientology International, and defendant, Gerald Armstrong,
25 that the parties may submit, and this Court may accept and
26 consider, memoranda of points and authorities filed in support of
27 or in opposition to plaintiff's Motion for Preliminary
28 Injunction, now set for hearing on May 14, 1992, which are in

1 excess of 15 pages, but no more than 25 pages. In so
2 stipulating, the parties remind the Court that this matter was
3 previously filed in Marin County, California, and that the
4 preliminary injunction motion was fully briefed prior to its
5 transfer to this Court. On March 3, 1992, the Marin Court, by
6 the Honorable Michael B. Dufficy, ruled that the rule limiting
7 briefing to 15 pages was waived for purposes of this motion. [Ex.
8 A, Transcript of Proceedings, March 3, 1992 p. 19] Hence, the
9 parties have already filed papers in this matter which exceed the
10 15-page limit, and which are now before the Court.

11 SO STIPULATED:

12 BOWLES & MOXON

13
14 Dated: May 5, 1992

By: _____
Laurie J. Bartilson

15 Attorneys for Plaintiff
16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL

18 Dated: May __, 1992

By: _____
Paul Morantz

19
20 Dated: May __, 1992

By: _____
Ford Greene

21 Attorneys for Defendant
22 Gerald Armstrong
23
24
25
26
27
28

1 Andrew H. Wilson
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Suite 450
3 San Francisco, California 94104
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8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

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Attorneys for Defendant
GERALD ARMSTRONG

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF LOS ANGELES

14 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
15 not-for-profit religious)
corporation;)

16 Plaintiff,)

17 vs.)

18 GERALD ARMSTRONG; DOES 1)
19 through 25, inclusive,)

22 Defendants.)

Case No. BC 052395

[PROPOSED] ORDER
RE: THE SUBMISSION OF
MEMORANDA OF POINTS AND
AUTHORITIES IN EXCESS OF
15 PAGES

DATE: May 6, 1992
TIME: 1:30 P.M.
DEPT: 86

NO TRIAL DATE
NO DISCOVERY CUTOFF
NO MOTION CUTOFF

24 The Court having found that the parties have stipulated to
25 permit the filing of memoranda of points and authorities in
26 excess of 15 pages in support of and opposition to plaintiff's
27 motion for preliminary injunction, and good cause appearing
28 therefore, the Court hereby Orders that it will accept and

1 consider memoranda of points and authorities in support of or
2 opposition to plaintiff's motion for preliminary injunction in
3 excess of 15 pages, and not to exceed 25 pages.

4 SO ORDERED:

5 Dated: _____

HONORABLE STEPHEN O'NEIL
SUPERIOR COURT JUDGE

7 Proposed by:

8
9 _____
10 Laurie J. Bartilson
BOWLES & MOXON

11 Attorneys for Plaintiff
12 CHURCH OF SCIENTOLOGY INTERNATIONAL
13
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28 H:\ARMSTRON\STIP

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TRANSMISSION REPORT

213 662 6419

BOWLES & MOXON

05-05-92 11:48AM

PHONE / TTI NO. 2134598875
DATE & TIME 05-05 11:45AM
DURATION 00:03:25
MODE G-3 (MR)
PAGE 007
RESULT GOOD #28

TRANSMISSION REPORT

213 662 6419

BOWLES & MOXON

05-05-92 11:52AM

PHONE / TTI NO.	4154565318	
DATE & TIME	05-05 11:49AM	
DURATION	00:03:02	
MODE	G-3 (MR)	
PAGE	007	
RESULT	GOOD	#29

TRANSMISSION REPORT

213 662 6419

BOWLES & MOXON

05-05-92 11:57AM

PHONE / TTI NO. 2507900
DATE & TIME 05-05 11:54AM
DURATION 00:02:58
MODE G-3 (MR)
PAGE 007
RESULT GOOD #30

2-4

1 Andrew H. Wilson
 2 WILSON, RYAN & CAMPILONGO
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 4 San Francisco, California 94104
 (415) 391-3900

5 Laurie J. Bartilson
 6 BOWLES & MOXON
 7 6255 Sunset Boulevard
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 (213) 661-4030

8 Attorneys for Plaintiff
 9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
 INTERNATIONAL, a California)
 13 not-for-profit religious)
 corporation;)

Case No.

DECLARATION OF ANDREW H. WILSON
 AND APPLICATION FOR EX PARTE
 PERMITTING FILING OF BRIEF IN
 EXCESS OF FIFTEEN (15) PAGES

14)
 15) Plaintiff,
 16 vs.)

17 GERALD ARMSTRONG; DOES 1)
 through 25, inclusive,)

18 Defendants.)
 19)

20 ANDREW H. WILSON deposes and says:

21 1. My name is Andrew H. Wilson and I am one of the attorneys
 22 responsible for the representation of the Plaintiff in this action.
 23 I have personal knowledge of the facts set forth in this
 24 Declaration and could competently testify thereto if called as a
 25 witness.

26 2. By the instant application, Plaintiff seeks an order
 27 permitting the filing of a brief in excess of fifteen (15) pages.
 28 This action was brought by Plaintiff to enforce the terms of a

WILSON, RYAN & CAMPILONGO
 235 Montgomery Street, Suite 450
 San Francisco, California 94104

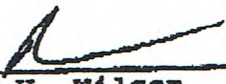
SC02.005
 DECLARW

1 settlement agreement entered between it and the Defendant (the
2 "Settlement Agreement"). The principal terms which Plaintiff seeks
3 to enforce involve the confidentiality of that agreement, the
4 promise by Defendant not to assist persons currently engaged in
5 litigation against the Plaintiff and the promise by Defendant to
6 refrain from disclosing any of his experiences with the Plaintiff,
7 and any knowledge or information he might have concerning the
8 Plaintiff's founder, L. Ron Hubbard.

9 3. Despite these promises, the Defendant has engaged in what
10 the Plaintiff believes is a deliberate campaign against it, a
11 campaign which involves numerous and repeated violations of the
12 Settlement Agreement. The length of the Memorandum of Points and
13 Authorities in Support of Plaintiff's Motion for Preliminary
14 Injunction is due to the need to fully explain the provisions of
15 the Settlement Agreement, detail the breaches of that agreement,
16 and provide this Court with the necessary legal and factual
17 background for the Motion.

18 4. For the reasons set forth above, Plaintiff respectfully
19 requests that this Court enter its Order permitting the filing of
20 a brief twenty (20) pages in length.

21 I declare under penalty of perjury that the foregoing is true
22 and correct and that this Declaration was executed on
23 1/31, 1992 at San Francisco, California.

24
25 
26 _____
27 Andrew H. Wilson
28

1 Andrew H. Wilson
2 WILSON, RYAN, BLUM & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

ORIGINAL FILED
APR 14 1992

5 Laurie J. Bartilson
6 BOWLES & MOXON
7 6255 Sunset Boulevard
8 Suite 2000
9 Hollywood, California 90028
10 (213) 661-4030

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY OF	)	Case No. BC 052395
13 INTERNATIONAL, a California	)	(Marin County Superior Court
14 not-for-profit religious	)	Case No. 152229)
14 corporation;)	
	)	RENEWED NOTICE OF MOTION AND
15 Plaintiff,	)	AND MOTION FOR PRELIMINARY
	)	INJUNCTION
16 vs.)	
	)	DATE: April 28, 1992
17 GERALD ARMSTRONG and DOES 1	)	TIME: 8:30 a.m.
18 through 25, inclusive,	)	DEPT: 85
)	
19 Defendants.	)	NO TRIAL DATE SET
	)	NO DISCOVERY CUT OFF
20	)	NO MOTION CUT OFF

21 TO DEFENDANTS AND THEIR COUNSEL OF RECORD:

22 PLEASE TAKE NOTICE that on April 28, 1992 at 8:30 a.m., or
23 as soon thereafter as the matter may be heard, in Department 85
24 of the above-entitled Court, plaintiff Church of Scientology
25 International (the "Church") by this renewed Motion will seek an
26 Order converting the temporary restraining order entered in this
27 case, prior to its transfer to Los Angeles Superior Court, by the
28 Honorable Michael B. Dufficy, into a preliminary injunction,

1 enjoining defendants Gerald Armstrong ("Armstrong") and all
2 others acting in concert or participation therewith, or any of
3 them, from violating any and all provisions of the settlement
4 agreement entered into by the Church and Armstrong in December of
5 1986, a true and correct copy of which is attached hereto as
6 Exhibit A, pending resolution of this action.

7 This action was originally filed in Marin County,
8 California, where Armstrong resides. This instant motion was set
9 to be heard on March 20, 1992. However, on Armstrong's motion,
10 on March 20, 1992, Judge Dufficy ordered the case transferred to
11 this Court, and continued the hearing on plaintiff's pending and
12 fully briefed Motion for Preliminary Injunction so that it could
13 be heard before this Court. At the same time, Judge Dufficy
14 continued a Temporary Restraining Order which he had previously
15 entered, in force and effect until and including May 4, 1992, so
16 as to permit the Church to bring this renewed motion.

17 The relief sought by this renewed Motion is based upon this
18 renewed Motion itself; plaintiff's Complaint; the Memorandum of
19 Points and Authorities and Evidence in support of the Motion for
20 Preliminary Injunction previously submitted to the Marin County
21 Superior Court on February 4, 1992; Plaintiff's Reply to
22 Defendant's Opposition to Plaintiff's Motion for Preliminary
23 Injunction, previously submitted to the Marin County Superior

24 ///

25 ///

26 ///

27 ///

28 ///

1 Court on March 19, 1992; the pleadings, records and other papers
2 on file in this matter; and such other evidence as the Court may
3 receive upon the hearing of this Motion.

4 Dated: April 13, 1992

Respectfully submitted,

5 Andrew H. Wilson
6 WILSON, RYAN, BLUM &
7 CAMPILONGO

BOWLES & MOXON

8 By: LS/
9 Laurie J. Bartilson

10 Attorneys for Plaintiff
11 CHURCH OF SCIENTOLOGY
12 INTERNATIONAL

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FILED

MAR 24 1992

HOWARD HANSON
MARIN COUNTY CLERK
By A. Cooper, Deputy

1 Andrew H. Wilson
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3 235 Montgomery Street
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7 Laurie J. Bartilson
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11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF MARIN

17 CHURCH OF SCIENTOLOGY)
18 INTERNATIONAL, a California)
19 not-for-profit religious)
20 corporation;)

21 Plaintiff,)

22 vs.)

23 GERALD ARMSTRONG; DOES 1)
24 through 25, inclusive,)
25 Defendants.)

Case No. 152229

ORDER RE DEFENDANT'S
MOTION TO DISMISS OR STAY
OR TRANSFER TO LOS ANGELES
SUPERIOR COURT

26 Defendant's motion for a change of venue was heard on March 20,
27 1992 at 9:00 a.m. in the above-entitled Court. Plaintiff was
28 represented by Wilson, Ryan and Campilongo, Andrew H. Wilson
appearing, and by Bowles and Moxon, Laurie J. Bartilson appearing.
Defendant was represented by Ford Greene.

Whereas, the Honorable Bruce R. Gaernaert of the Los Angeles
Superior Court, having replaced Paul G. Breckenridge, Jr., in Church
of Scientology of California v. Gerald Armstrong, Los Angeles
Superior Court Case No. C 420 153, narrowly ruled on December 23,

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 1991 that pursuant to Code of Civil Procedure sections 127(a)(4) and
2 664.4 he did not have jurisdiction to enforce the Mutual Release of
3 All Claims and Settlement Agreement executed December 6, 1986; and

4 Whereas, Paragraph 20 of said Agreement is nevertheless
5 effective as a forum selection clause which this court may enforce
6 under Smith v. Superior Court (1986); and

7 Having reviewed the written arguments and evidence submitted by
8 the parties, and having heard the arguments of counsel,

9 It is therefore ORDERED as follows:

10 1. Defendant's motion to transfer the file in Marin County
11 Superior Court Case No. 152229 is GRANTED.

12 a. It is FURTHER ORDERED that the file herein shall be
13 transferred to James H. Dempsey, Executive Officer and Clerk of the
14 superior court of Los Angeles, 111 North Spring Street, Los Angeles,
15 California, 90012 immediately after the expiration of twenty (20)
16 days of the date of this Order as required by Code of Civil
17 Procedure sections 399 and 400, the parties hereto waiving the
18 written notice required by Code of Civil Procedure Section 400.

19 b. It is FURTHER ORDERED that pursuant to Code of Civil
20 Procedure section 399 Plaintiff shall pay the costs of transfer of
21 the file to Los Angeles Superior Court.

22 c. It is FURTHER ORDERED that this Court shall retain
23 jurisdiction to determine, upon noticed motion, whether Defendant
24 should be awarded fees and costs in connection with the bringing of
25 the Motion to Transfer and to enforce, if necessary, Paragraphs 2.b.
26 through f. until the earlier of May 4, 1992 or the date a
27 preliminary injunction motion is appealed or denied in the Los
28 Angeles Superior Court.

1 2. This Court's order of March 5, 1992 is hereby extended ^{to}
2 through and including the earlier of May 4, 1992 ^{or further order of the court.}
3 ~~preliminary injunction is granted or denied by the Los Angeles~~ ^{F6}

4 ~~Superior Court.~~ Defendant Gerald Armstrong and his agents are
5 hereby enjoined from violation of that certain Settlement Agreement
6 ("Agreement") dated December 6, 1986, including the following:

7 a. Armstrong is restrained from violating Paragraph 7(d)
8 which prohibits Armstrong from creating or publishing books or
9 magazine articles, disclosing his experiences with Scientology, and
10 any knowledge or information he may have concerning the Church of
11 Scientology, L. Ron Hubbard, or any of the organizations listed in
12 Paragraph 1 of the Agreement ("Scientology organizations")
13 affiliated therewith, disclosing documents identified in Exhibit A
14 to the Settlement Agreement, including films, tapes, photographs,
15 recordings or variations or copies of any such materials which
16 concern or relate to the religion of Scientology, L. Ron Hubbard or
17 any of the Scientology organizations;

18 b. Defendant is restrained from violating the provisions
19 of Paragraph 7(g) which prohibits Defendant from voluntarily
20 assisting or cooperating with any person adverse to Scientology in
21 any proceeding against any of the Scientology organizations, or from
22 cooperating in any manner with any organizations aligned against
23 Scientology;

24 c. Defendant is restrained from violating the provisions
25 of Paragraph 7(h) which prohibits Defendant from testifying or
26 participating in judicial or administrative proceedings adverse to
27 Scientology or any of the Scientology organizations unless compelled
28 to do so by subpoena or lawful process;

1 d. Defendant is restrained from violating the provisions
 2 of Paragraph 10, which prohibits Defendant from assisting or
 3 advising anyone, including individuals, partnerships, associations,
 4 corporations, or governmental entities contemplating any claim or
 5 engaged in litigation or involved in or contemplating any activity
 6 adverse to the interests of any of the Scientology organizations;

7 e. Defendant is restrained from violating the provisions
 8 of Paragraph 18(d), which prohibits Defendant from disclosing the
 9 contents of the Agreement;

10 f. Nothing in this Order shall be construed to prohibit
 11 Armstrong from working in the employ of, or as an independent
 12 contractor for, Ford Greene on matters not involving the Church of
 13 Scientology International or any of the Scientology organizations.

14 DATED 3/24, 1992. . . MICHAEL B. DUFFICY
 15 JUDGE OF THE SUPERIOR COURT

16 Approved as to form:
 17

18 _____
 19 Ford Greene, Esq.
 20 Attorney for Defendant Gerald
 21 Armstrong
 22
 23
 24
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 28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Hollywood, CA 90028.

On April 13, 1992 I caused to be served the foregoing document described as RENEWED NOTICE OF MOTION AND MOTION FOR PRELIMINARY INJUNCTION on defendants in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original a true copy thereof in a sealed envelope addressed as follows:

Lewis, D'Amato, Brisbois & Bisgaard **HAND SERVED**
221 North Figueroa Street
Suite 1200
Los Angeles, CA 90012

Ford Greene **HAND SERVED**
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an

affidavit.

Executed on April 13, 1992, at Los Angeles, California.

** (BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on April 13, 1992, at Los Angeles, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

1 Andrew H. Wilson
2 WILSON, RYAN, BLUM & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL
15

ORIGINAL FILED

MAY 04 1992

LOS ANGELES
SUPERIOR COURT

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF LOS ANGELES

18 CHURCH OF SCIENTOLOGY OF) Case No. BC 052395
19 INTERNATIONAL, a California) (Marin County Superior Court
20 not-for-profit religious) Case No. 152229)
21 corporation;)
22) RENEWED NOTICE OF MOTION AND
23) AND MOTION FOR PRELIMINARY
24) INJUNCTION
25 Plaintiff,)
26 vs.)
27) DATE: May 14, 1992
28 GERALD ARMSTRONG and DOES 1) TIME: 8:30 a.m.
through 25, inclusive,) DEPT: 86
29)
30) NO TRIAL DATE SET
31 Defendants.) NO DISCOVERY CUT OFF
32) NO MOTION CUT OFF

33 TO DEFENDANTS AND THEIR COUNSEL OF RECORD:

34 PLEASE TAKE NOTICE that by order of the above-entitled
35 Court, on May 14, 1992 at 8:30 a.m., or as soon thereafter as the
36 matter may be heard, in Department 86 of the above-entitled
37 Court, plaintiff Church of Scientology International (the
38 "Church") by this renewed Motion will seek an Order converting
the temporary restraining order entered in this case, prior to
its transfer to Los Angeles Superior Court, by the Honorable

1 Michael B. Dufficy, into a preliminary injunction, enjoining
2 defendant Gerald Armstrong ("Armstrong") and all others acting in
3 concert or participation therewith, or any of them, from
4 violating any and all provisions of the settlement agreement
5 entered into by the Church and Armstrong in December of 1986,
6 pending resolution of this action. A true and correct copy of
7 Judge Dufficy's order is attached hereto as Exhibit A.

8 This action was originally filed in Marin County,
9 California, where Armstrong resides. The instant motion was set
10 to be heard on March 20, 1992. However, on Armstrong's motion,
11 on March 20, 1992, Judge Dufficy ordered the case transferred to
12 this Court, and continued the hearing on plaintiff's pending and
13 fully briefed Motion for Preliminary Injunction so that it could
14 be heard before this Court. At the same time, Judge Dufficy
15 continued a Temporary Restraining Order which he had previously
16 entered, in force and effect until and including May 4, 1992, so
17 as to permit the Church to bring this renewed motion.

18 The relief sought by this renewed Motion is based upon this
19 renewed Motion itself; plaintiff's Complaint; the Memorandum of
20 Points and Authorities and Evidence in support of the Motion for
21 Preliminary Injunction previously submitted to the Marin County
22 Superior Court on February 4, 1992; Plaintiff's Reply to
23 Defendant's Opposition to Plaintiff's Motion for Preliminary
24 Injunction, previously submitted to the Marin County Superior
25 Court on March 19, 1992; the pleadings, records and other papers
26 on file in this matter; and such other evidence as the Court may
27 receive upon the hearing of this Motion.

28 Plaintiff has been informed that the Court has not yet

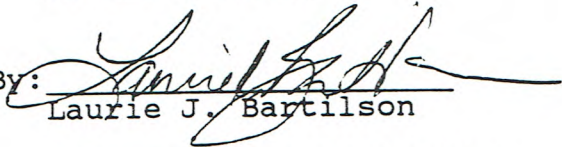
1 received the full file from Marin County. Accordingly,
2 plaintiffs are submitting to the Court courtesy copies of the
3 papers and evidence which plaintiff previously filed with the
4 Marin Court in support of its motion for preliminary injunction.
5 The original, signed declarations are all contained in the files
6 which were submitted to the Marin Court.

7 Dated: April 30, 1992

Respectfully submitted,

8 Andrew H. Wilson
9 WILSON, RYAN, BLUM &
CAMPILONGO

10 BOWLES & MOXON

11 By: 
12 Laurie J. Bartilson

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY
INTERNATIONAL

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EXHIBIT A

1 Andrew H. Wilson
 2 WILSON, RYAN & CAMPILONGO
 3 235 Montgomery Street
 4 Suits 450
 5 San Francisco, California 94104
 6 (415) 391-3900

7 Laurie J. Bartilson
 8 BOWLES & MOXON
 9 6255 Sunset Boulevard
 10 Suits 2000
 11 Hollywood, California 90028
 12 (213) 661-4030

13 Attorneys for Plaintiff
 14 CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED

MAR 24 1992

HOWARD HANSON
 MARIN COUNTY CLERK
 By A. Cooper, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

15 CHURCH OF SCIENTOLOGY)
 16 INTERNATIONAL, a California)
 17 not-for-profit religious)
 18 corporation;)
 19 Plaintiff,)
 20 vs.)
 21 GERALD ARMSTRONG; DOCS 1)
 22 through 25, inclusive,)
 23 Defendants.)

Case No. 152229

ORDER RE DEFENDANT'S
 MOTION TO DISMISS OR STAY
 OR TRANSFER TO LOS ANGELES
 SUPERIOR COURT

24 Defendant's motion for a change of venue was heard on March 20,
 25 1992 at 9:00 a.m. in the above-entitled Court. Plaintiff was
 26 represented by Wilson, Ryan and Campilongo, Andrew H. Wilson
 27 appearing, and by Bowles and Moxon, Laurie J. Bartilson appearing.
 28 Defendant was represented by Ford Greene.

Whereas, the Honorable Bruce R. Geernaert of the Los Angeles
 Superior Court, having replaced Paul G. Breckenridge, Jr., in Church
of Scientology of California v. Gerald Armstrong, Los Angeles
 Superior Court Case No. C 420 153, narrowly ruled on December 23,

San Francisco, California 94104

2.005

1 1991 that pursuant to Code of Civil Procedure sections 127(a)(4) and
2 664.4 he did not have jurisdiction to enforce the Mutual Release of
3 All Claims and Attainment Agreement executed December 6, 1986; and

4 Whereas, Paragraph 20 of said Agreement is nevertheless
5 effective as a forum selection clause which this court may enforce
6 under Smith v. Superior Court (1986); and

7 Having reviewed the written arguments and evidence submitted by
8 the parties, and having heard the arguments of counsel,

9 It is therefore ORDERED as follows:

10 1. Defendant's motion to transfer the file in Marin County
11 Superior Court Case No. 152229 is GRANTED.

12 a. It is FURTHER ORDERED that the file herein shall be
13 transferred to James H. Dempsey, Executive Officer and Clerk of the
14 superior court of Los Angeles, 111 North Spring Street, Los Angeles,
15 California, 90012 immediately after the expiration of twenty (20)
16 days of the date of this Order as required by Code of Civil
17 Procedure sections 399 and 400, the parties hereto waiving the
18 written notice required by Code of Civil Procedure Section 400.

19 b. It is FURTHER ORDERED that pursuant to Code of Civil
20 Procedure section 399 Plaintiff shall pay the costs of transfer of
21 the file to Los Angeles Superior Court.

22 c. It is FURTHER ORDERED that this Court shall retain
23 jurisdiction to determine, upon noticed motion, whether Defendant
24 should be awarded fees and costs in connection with the bringing of
25 the Motion to Transfer and to enforce, if necessary, Paragraphs 7 h
26 through f. until the earlier of May 4, 1992 or the date a
27 preliminary injunction motion is appealed or denied in the Los
28 Angeles Superior Court.

1 2. This Court's order of March 5, 1992 is hereby extended ^{and}
 2 through and including the earlier of May 4, 1992 ^{or further order of the court.} ~~for the date that a~~
 3 ~~preliminary injunction is granted or denied by the Los Angeles~~
 4 ~~Superior Court.~~ Defendant Gerald Armstrong and his agents are
 5 hereby enjoined from violation of that certain Settlement Agreement
 6 ("Agreement") dated December 6, 1986, including the following:

7 a. Defendant is restrained from violating paragraph 1(a)
 8 which prohibits Armstrong, from creating or publishing books or
 9 magazine articles, disclosing his experiences with Scientology, and
 10 any knowledge or information he may have concerning the Church of
 11 Scientology, L. Ron Hubbard, or any of the organizations listed in
 12 Paragraph 1 of the Agreement ("Scientology organizations")
 13 affiliated therewith, disclosing documents identified in Exhibit A
 14 to the Settlement Agreement, including films, tapes, photographs,
 15 recordings or variations or copies of any such materials which
 16 concern or relate to the religion of Scientology, L. Ron Hubbard or
 17 any of the Scientology organizations;

18 b. Defendant is restrained from violating the provisions
 19 of Paragraph 7(g) which prohibits Defendant from voluntarily
 20 assisting or cooperating with any person adverse to Scientology in
 21 any proceeding against any of the Scientology organizations, or from
 22 cooperating in any manner with any organizations aligned against
 23 Scientology;

24 c. Defendant is restrained from violating the provisions
 25 of Paragraph 7(h) which prohibits Defendant from testifying or
 26 participating in judicial or administrative proceedings adverse to
 27 Scientology or any of the Scientology organizations unless compelled
 28 to do so by subpoena or lawful process;

1 d. Defendant is restrained from violating the provisions
 2 of Paragraph 10, which prohibits Defendant from assisting or
 3 advising anyone, including individuals, partnerships, associations,
 4 corporations, or governmental entities contemplating any claim or
 5 engaged in litigation or involved in or contemplating any activity
 6 adverse to the interests of any of the Scientology organizations;

7 e. Defendant is restrained from violating the provisions
 8 of Paragraph 18(d), which prohibits Defendant from disclosing the
 9 contents of the Agreement;

10 f. Nothing in this Order shall be construed to prohibit
 11 Armstrong from working in the employ of, or as an independent
 12 contractor for, Ford Greene on matters not involving the Church of
 13 Scientology International or any of the Scientology organizations.

14 DATED 3/24, 1992. MICHAEL R. DIFFICY
 15 JUDGE OF THE SUPERIOR COURT

16 Approved as to form:

17
 18 _____
 19 Ford Greene, Esq.
 20 Attorney for Defendant Gerald
 21 Armstrong
 22
 23
 24
 25
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 28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Los Angeles, CA 90028

On April 30, 1992, I served the foregoing document described as RENEWED NOTICE OF MOTION AND MOTION FOR PRELIMINARY INJUNCTION on defendants in this action as follows:

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original a true copy thereof in a sealed envelope addressed as follows:

Graham Berry **VIA TELEFAX**
Lewis D'Amato, Brisbois & Bisgaard
221 N. Figueroa St.
Suite 1200
Los Angeles, CA 90012

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on April 30, 1992, at Los Angeles, California.

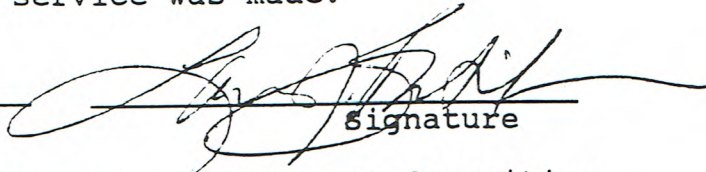
[] ** (BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Barakson


signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Los Angeles, CA 90028

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by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original a true copy thereof in a sealed envelope addressed as follows:

Paul Morantz **VIA TELEFAX**
P.O. Box 11
Pacific Palisades, CA 90272

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.


Executed on April 30, 1992 at Los Angeles, California.

**** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

(State) I declare under penalty of the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Lauree Bantilo 
Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

PROOF OF SERVICE

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I declare that I am employed in the City and County of San Francisco, California.

I am over the age of eighteen years and not a party to the within entitled action. My business address is 235 Montgomery Street, Suite 450, San Francisco, California.

On April 30, 1992, I caused the attached RENEWED NOTICE OF MOTION AND MOTION FOR PRELIMINARY INJUNCTION to be hand served via Lightening Messenger Service to the following at the address listed below:

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, California

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Francisco, California, on April 30, 1992.

Patricia A. Neely
Patricia A. Neely

235 Montgomery Street, Suite 450
San Francisco, California 94104

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Los Angeles, CA 90028

On May 4, 1992, I served the foregoing document described as RENEWED NOTICE OF MOTION AND MOTION FOR PRELIMINARY INJUNCTION on defendants in this action as follows:

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original a true copy thereof in a sealed envelope addressed as follows:

Graham Berry
Lewis D'Amato, Brisbois & Bisgaard
221 N. Figueroa St.
Suite 1200
Los Angeles, CA 90012

Paul Morantz
P.O. Box 511
Pacific Palisades, California 90272

Ford Greene, Esq.
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course

of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on May 4, 1992, at Los Angeles, California.

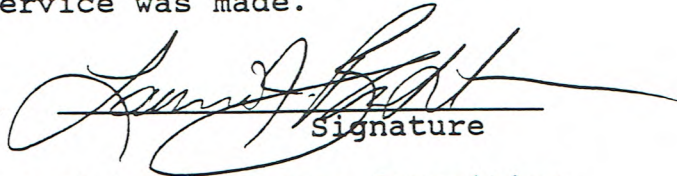
[] **** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressee.

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[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Barton


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 Andrew H. Wilson
WILSON, RYAN, BLUM & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 Debra S. Tobias
BOWLES & MOXON
6 6255 Sunset Boulevard
Suite 2000
7 Hollywood, California 90028
(213) 661-4030

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF) Case No. 152229
INTERNATIONAL, a California)
13 not-for-profit religious) MEMORANDUM OF POINTS AND
corporation;) AUTHORITIES IN SUPPORT OF
14) PLAINTIFF'S MOTION FOR PRELIMINARY
INJUNCTION FOR BREACH OF
15) CONTRACT
)
16)
Plaintiff,)
17)
vs.)
18)
GERALD ARMSTRONG and DOES 1)
19 through 25, inclusive,)
) DATE: March 6, 1992
20 Defendants.) TIME: 10:30 a.m.
) DEPT: 5
_____)

21
22 I. PRELIMINARY STATEMENT

23 In December, 1986, plaintiff Church of Scientology
24 International ("the Church" or "plaintiff") sought to end a period
25 of long and bitter harassment and attack from former-member Gerald
26 Armstrong ("Armstrong" or "defendant"). Armstrong, who had been
27 expelled from the Scientology religion after stealing confidential
28 documents belonging to the religion's Founder, L. Ron Hubbard,

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1 entered into a campaign of activities, both overt and covert,
2 intended to divide Church members from the ecclesiastical leaders
3 of the Church, forge incriminating documents and plant them in
4 Church files, stage a raid on Church facilities by government
5 officials on the basis of the forged documents planted in Church
6 files, get Church members to disaffect and file lawsuits against
7 the Church on the basis of naked allegations insupportable by any
8 evidence and, in Armstrong's own words, "to create as much s--- as
9 possible" for the Church. See, Exhibit 3, Declaration of Lynn R.
10 Farny in Support ("Farny Decl."), ¶7.

11 Armstrong's bitter and lengthy campaign was ended, or so
12 plaintiff thought, when he entered into a confidential Settlement
13 Agreement (the "Agreement") with plaintiff in 1986. The terms of
14 the Agreement required Armstrong not merely to end his own
15 litigation against plaintiff, but among other things, also
16 required Armstrong to refrain from aiding others in litigation, to
17 return to the Church the documents which he had stolen and all
18 copies of them, to refrain from discussing with third parties his
19 experiences with the Scientology faith, and to keep confidential
20 all terms of the Agreement itself. This amicable settlement was
21 achieved only after careful and extensive negotiations. See,
22 Exhibit 4, Declaration of Lawrence E. Heller in Support ("Heller
23 Decl."), ¶2.

24 Unfortunately, an amicable separation was not to be.
25 Despite carefully drawn provisions of the Agreement, agreed to by
26 both Armstrong and his attorney, Armstrong has brazenly embarked
27 on a second zealous campaign of hatred aimed at the Church. Since
28 June, 1991, Armstrong has, by his own admissions:

1 - Provided aid to anti-Church litigants Vicki and Richard
2 Aznaran¹ and Joseph Yanny² by giving them declarations which
3 purport to describe Armstrong's experiences with Scientology, and
4 which attach copies of documents that Armstrong agreed to keep
5 confidential, including copies of the Agreement;

6 - Performed paralegal services for Yanny in the Aznarans'
7 case; and

8 - Performed paralegal services in the Aznarans' case for
9 the Aznarans' present attorney, Ford Greene, which continues to
10 the present.

11 Rather than deny these activities, all of which violate the
12 Agreement and end the peace for which the Church bargained and
13 paid, Armstrong boasts of them.³

14 In order to end Armstrong's unlawful campaign once and for
15 all, the Church has filed this action and this motion, seeking to

16 ¹ Vicki Aznaran is the former president of another entity
17 affiliated with the Scientology faith, Religious Technology
18 Center. She and her husband Richard, a former employee of the
19 plaintiff Church, are involved in litigation against plaintiff
20 and other Church parties, Vicki Aznaran, et al. v. Church of
21 Scientology of California, et al., United States District Court
22 for the Central District of California, No. CV 88-1786 JMI (Ex).

21 ² Joseph Yanny is the former attorney for the Church and is
22 also a defendant in a pending action, Religious Technology
23 Center, Church of Scientology International and Church of
24 Scientology of California v. Joseph A. Yanny ("Yanny 2"), LASC
25 No. BC-033035, in which he has been enjoined from legal
26 representation of Armstrong against his former clients.

25 ³ The Church's pleas and requests that he honor his Agreement
26 have proven fruitless; rather, Armstrong, having spent the
27 proceeds of his earlier hate campaign, seems bent on extorting
28 still more money from this plaintiff with his outrageous conduct.
On a daily and continuous basis, Armstrong is working to poison
proceedings involving current anti-Church litigants, impeding any
hope of resolving those cases short of a lengthy and expensive
trial.

1 enjoin Armstrong from committing further and continuous breaches
2 of his Agreement while the effects of his earlier breaches are
3 being litigated. The Church requests a preliminary injunction
4 requiring Armstrong, a Marin County resident, to end his
5 misconduct, or face contempt of court.⁴

6 II. STATEMENT OF FACTS

7 A. The Settlement Agreement

8 In December, 1986, the Church entered into the Agreement with
9 Armstrong. The Agreement provided for a mutual release and waiver
10 of all claims arising out of a cross-complaint which defendant
11 Armstrong had filed in the case of Church of Scientology of
12 California v. Gerald Armstrong, Los Angeles Superior Court No. C
13 420153.⁵ The Agreement included multiple clauses designed to
14 guarantee that new actions were not spawned or encouraged by the
15 conclusion of the old one.⁶ These clauses included provisions
16 that Armstrong would not: (1) assist or advise anyone else engaged
17 in litigation adverse to the interests of the Church; (2) testify
18 or otherwise participate in any other judicial proceeding adverse
19 to the Church unless compelled to do so by lawful subpoena; (3)
20 disclose documents at issue in the case; or (4) disclose to anyone

21 ⁴ See, e.g., Exhibits 1F, 1J and 1K to Request for Judicial
22 Notice ("Request") and Exhibit 2B to Declaration of Andrew H.
23 Wilson in Support ("Wilson Decl.").

24 ⁵ The signatories to the Agreement were Gerald Armstrong and
25 the Church of Scientology International, by its President, Heber
26 Jentzsch. [to Wilson Decl.] Mr. Armstrong's signature was
witnessed by Jo Ann Richardson and Michael Sutter, and the
Agreement was signed with approval as to form and content by Mr.
Armstrong's attorney, Michael Flynn. [Id.]

27 ⁶ See specifically ¶¶ 7(H), 7(G), 10, 7(D), 18(D), 20 of Exhibit
28 2A to Wilson Decl.

1 the terms of the Agreement itself.⁷

2 The Church had good reason for negotiating these particular
3 clauses with Armstrong. In addition to his own litigation,
4 Armstrong fomented significant additional litigation against the
5 Church and other Churches of Scientology, stirring up enmities
6 with other former members. Moreover, Armstrong became involved in
7 plot after clandestine plot to take over or even destroy his
8 former religion.

9 In November, 1984, for example, Armstrong was plotting
10 against the Scientology Churches and seeking out staff members in
11 the Church who would be willing to assist him in overthrowing
12 Church leadership. The Church obtained information about
13 Armstrong's plans and, through a police-sanctioned investigation,
14 provided Armstrong with the "defectors" he sought. On four
15 separate occasions in November, 1984, Armstrong met with two
16 individuals that he considered to be defectors, whom he knew as
17 "Joey" and "Mike." In reality, both "Joey" and "Mike" were loyal
18 Church members who, with permission from the Los Angeles police,
19 agreed to have their conversations with Armstrong surreptitiously
20 videotaped. During the course of these conversations, Armstrong:

21 a. Demanded that "Joey" provide him with copies of
22 documents published by the Church so that he could forge
23 documents in the same style. Armstrong wanted "Joey" to
24 then plant these Armstrong creations in the Church's
25 files so that Armstrong could tip off the Criminal

26
27 ⁷ Armstrong also agreed that damages for violations of the
28 nondisclosure provisions would be a liquidated amount of \$50,000
per disclosure.

1 Investigations Division of the Internal Revenue Service
2 ("CID"), and the incriminating documents would be found
3 in a resulting raid;

4 b. Sought to "set up" the defection of a senior
5 Scientologist by finding a woman to seduce him;

6 c. Told "Joey" all about his conversations with Al
7 Lipkin, an investigator for the CID, and attempted to
8 get "Joey" to call Lipkin and give him false information
9 that would implicate the Church's leaders in the misuse
10 of donations; and

11 d. Instructed "Mike" on the methods of creating a
12 lawsuit against the Church leadership based on nothing
13 at all:

14 ARMSTRONG: They can allege it. They can
15 allege it. They don't even have -- they can
allege it.

16 RINDER: So they don't even have to have the
17 document sitting in front of them and then --

18 ARMSTRONG: F__ing say the organization
destroys the documents.

19 * * *

20 Where are the -- we don't have to prove a
21 goddamn thing. We don't have to prove s__t;
we just have to allege it.

22 (Exhibit 3, Farny Decl., ¶¶4 and 5.)

23 Armstrong received a portion of a total settlement paid to
24 his attorney, Michael Flynn, in block settlement concerning all of
25 Mr. Flynn's clients who were in litigation with any Church of
26 Scientology or related entity. The exact portion of the
27 settlement which Armstrong received was maintained as confidential
28 between Mr. Flynn and Armstrong.

1 **B. Armstrong Has Violated the Settlement Agreement**

2 1. **Armstrong Violated The Agreement By Providing**
3 **Aid To Anti-Church Litigants Vicki And Richard**
4 **Aznaran Through His Employment By Joseph A.**
5 **Yanny As A Paralegal**

6 Vicki and Richard Aznaran ("the Aznarans"), are former Church
7 members who are currently engaged in litigation against, inter
8 alia, RTC and CSI. In June, 1991, the Aznarans discharged their
9 attorney, Ford Greene, and retained Joseph A. Yanny to represent
10 them. [Exs. 1A, 1B, 1C, 1D to Request, Substitutions of
11 Attorney.]⁸ During his time as the Aznarans' counsel, Yanny
12 hired Gerald Armstrong, in Yanny's own words "as a paralegal to
13 help [Yanny] on the Aznaran case." [Ex. 1E to Request, Transcript
14 of Proceedings in Religious Technology Center et al. v. Joseph A.
15 Yanny, et al., LASC No. BC 033035 ("RTC v. Yanny"), p. 25.] In a
16 holographic declaration supplied by Armstrong to Yanny, Armstrong
17 admitted that Yanny called him on July 10, 1991, and asked for
18 Armstrong's help in Yanny's proposed representation of the
19 Aznarans. [Ex. 1F to Request, Declaration of Gerald Armstrong of
20 July 19, 1991, para. 2]; that Armstrong agreed to help Yanny with
21 the Aznarans' case, and that he would travel to Los Angeles for
22 that express purpose on July 12, 1991 [Id., para. 3]; and that
23 Armstrong asked Yanny to pay him \$500 for his services. [Id.,
24 para. 3.] Armstrong admits that he did travel to Los Angeles, did
25 stay with Yanny on July 15 and 16, and wrote a declaration for

26 ⁸ Yanny is former counsel to the Church Parties and his
27 substitution into the case was later vacated by the Court sua
28 sponte, the Court noting that Yanny's retention as the Aznarans'
counsel was "highly prejudicial" to CSI. [Ex. 10 to Request,
Order of July 24, 1991.]

1 Yanny and the Aznarans. [Id., para. 4.] In a declaration dated
2 July 31, 1991, as well as in open Court, Yanny admitted that he
3 has hired Armstrong to act for him as a paralegal in litigation
4 against the Church and other related entities. [Ex. 1G to
5 Request, Declaration of Joseph A. Yanny, July 31, 1991, para. 4,
6 and Ex. 1E to Request, supra.]

7 Armstrong's acceptance of this employment from Yanny to work
8 on the Aznarans' litigation is in direct violation of Paragraphs
9 10 and 7(G) of the Agreement; see Exhibit 2A to Wilson Decl..
10 These paragraphs prohibit Armstrong from providing aid or advice
11 to anyone engaged in or contemplating litigation which is adverse
12 to the Church. [Ex. 2A, paras. 7(G), 10.] The Aznarans are
13 directly engaged in litigation with RTC and CSI, and Armstrong has
14 provided direct assistance to them by acting as Yanny's paralegal
15 on their case. There could not be a more clear example of conduct
16 which violates the letter and intent of the Agreement.

17 **2. Armstrong Also Violated the Agreement by**
18 **Aiding Yanny in Litigation Against the Church**

19 After Yanny entered his appearance in the Aznarans' case, and
20 indicated to Church counsel that he represented Gerald Armstrong
21 as well, the Church and two related entities brought suit against
22 Yanny in Los Angeles Superior Court, in the case of RTC v. Yanny,
23 supra. In that action, the Church sought and obtained a Temporary
24 Restraining Order and a Preliminary Injunction against Yanny [Ex.
25 1H and 1I to Request], which prohibit Yanny from aiding, advising,
26 or representing, directly or indirectly, the Aznarans or
27 Armstrong, on any matters relating to the Church. At the
28 hearings before the Court on the TRO and on the injunction, Yanny

1 filed two declarations prepared and executed by Gerald Armstrong
2 on July 16, 1991. [Exs. 1J and 1K to Request.] Armstrong also
3 asserts knowledge concerning settlements, including his own, which
4 he purportedly gleaned by working as a paralegal for yet another
5 law firm, Flynn, Joyce and Sheridan [Ex. 1J to Request, paras. 2-
6 5]. The declarations were offered by Yanny as part of Yanny's
7 defense, which was ultimately rejected by the Court when it issued
8 its injunction. [Ex. 1E to Request at 31-34.]

9 Just as in the Aznarans' case, this aid provided by Armstrong
10 to Yanny, a litigant against the Church, was a direct violation of
11 paragraphs 10 and 7(G) of the Agreement. Moreover, Armstrong
12 attached as an exhibit to one of the declarations, Ex. 1J to
13 Request, a copy of the Agreement, the terms of which he had agreed
14 to keep confidential. [Ex. 2A to Wilson Decl., para. 18(d).]
15 This disclosure of the terms of the Agreement is a direct
16 violation of the non-disclosure agreement.

17 **3. Armstrong Violated the Agreement by**
18 **Helping Ford Greene With the Aznaran Case**

19 Armstrong is brazenly, openly and continually assisting
20 adverse litigants and bragging about it to the Church's counsel
21 and staff. After Yanny's substitution into the Aznarans' case was
22 summarily vacated, Ford Greene was reinstated as the Aznarans'
23 counsel of record. In a letter to the Church's counsel dated
24 August 21, 1991, Armstrong admitted that he had been working at
25 Greene's office with Greene on the Aznarans' case, helping him to
26 prepare responses to summary judgment motions filed in that case.
27 [Ex. 2B to Wilson Decl., p. 2.] Both Armstrong and Greene have
28 freely admitted in sworn declarations that Greene has and is

1 continuing to employ Armstrong as a paralegal in the Aznaran case.
2 Armstrong himself describes these activities as follows:

3 . My help to Ford Greene in all of the papers recently
4 filed has been in proofreading, copying, collating, hole-
5 punching, stapling, stamping, packaging, labeling, air
6 freighting, and mailing. Mr. Greene and I have had several
7 conversations during this period, some of which certainly
8 concerned the litigation.

9 [Ex. 1L to Request, Declaration of Gerald Armstrong (minus
10 exhibits) at para. 18.] See also, Ex. 1M to Request, Declaration
11 of Ford Greene, para. 7. Indeed, Armstrong's presence in Greene's
12 offices has been continuous throughout December, 1991, and shows
13 no sign of cessation. [Exhibit 5, Declaration of Laurie J.
14 Bartilson in Support.]⁹

15 On October 3, 1991, the Church filed a motion in Los Angeles
16 Superior Court for enforcement of the Settlement Agreement and for
17 liquidated damages due to Armstrong's breaches of the Agreement.
18 In Armstrong's papers and at the hearing of the matter, Armstrong
19 did not deny that he has committed the multiple breaches which
20 provoked the filing of the motion, and he did not deny that his
21 activities violated the specific provisions of the Settlement
22 Agreement cited in the moving papers.¹⁰ Instead, Armstrong

23 ⁹ In addition to the paralegal services Armstrong claims he
24 provided the Aznarans, Armstrong also provided the Aznarans with
25 a declaration, dated August 26, 1991, and filed in that case.
[Ex. 1N to Request.] Armstrong's declaration describes some of
his experiences with and concerning the Church, in direct
violation of paragraphs 7(H), 7(G), and 10 of the Agreement, and
purports to authenticate copies of documents whose contents he
agreed, in paragraph 10 of the Agreement, never to reveal. [Id.,
Exhibits 1 and 2.]

26 ¹⁰ Indeed, Armstrong's response to the motion was in part to boast
27 that not only had he committed the violations in question, he had
28 never intended to abide by the Agreement at all. In a
declaration dated November 17, 1991, Armstrong asserts that he

(continued...)

1 raised with the Court the tired refrain that he had been under
2 "duress" when he executed the Agreement. Armstrong repeatedly
3 raised this pretense and his alleged "fear" of the Church before
4 Judge Breckenridge, the trial judge in the earlier, settled
5 matter. It is, however, thoroughly belied by the approval of the
6 Agreement by both the Court and Armstrong's attorney. Moreover,
7 the credibility of this refrain is shattered by Armstrong's own
8 words, uttered months after obtaining a defense judgment in the
9 original Armstrong action based on his spurious claim of being
10 under "duress" due to his "fear" of the Church. In the November,
11 1984 videotaped conversations with Joey referred to above, the
12 following exchange took place while Armstrong was discussing his
13 plans for destroying the Church:

14 JOEY: Well, you're not hiding!

15 ARMSTRONG: Huh?

16 JOEY: You're not hiding.

17 ARMSTRONG: F--- no! And. . .

18 JOEY: You're not afraid, are you?

19 ARMSTRONG: No! And that's why I'm in a f--king stronger
20 position than they are!

21

22 ¹⁰(...continued)

23 read all of the clauses at issue here and understood their import
24 at the time he signed the Agreement, but objected to them to his
25 own lawyers and told his lawyers he never intended to follow
26 them. [Ex. 1P, Declaration of Gerald Armstrong, paras. 12-14.]
27 Armstrong asserts that he "put on a happy face" and went through
28 the charade of signing the Agreement anyway, so that he could
have from the settlement the "financial wherewithal" to "get on
with next phase of [his] life." [Id., para. 17.] Naturally,
Armstrong never expressed to the Church or its lawyers that he
had no intention of honoring his Agreement when he signed the
papers. If he had, the Church would never have agreed to pay him
anything.

1 JOEY: How's that?

2 ARMSTRONG: Why, I'll bring them to their knees!

3 Exhibit 3, Farny Decl., para. 6. If anything, Armstrong has
4 become bolder as time has passed.

5 The Church's showing in support of the motion to enforce the
6 Settlement Agreement consisted of uncontroverted evidence that
7 Armstrong had violated paragraphs 10 and 7(G) of the Settlement
8 Agreement by:

9 1) Providing aid to Richard and Vicki Aznaran ("Aznarans")
10 in their lawsuit against the plaintiff herein, via employment as a
11 paralegal by Joseph Yanny working on that case;

12 2) Aiding Yanny in litigation against counter-defendants by
13 voluntarily filing declarations in his support; and

14 3) Helping Ford Greene, the Aznarans' current lawyer, as a
15 paralegal on the Aznaran case, and by voluntarily providing
16 declarations for filing by Greene in the case.

17 Not one word of Armstrong's opposition was devoted to
18 challenging those proven accusations. In addition, the Court,
19 with the Honorable Bruce R. Geernhart presiding, did not decide
20 the case on the merits but rather found it was without
21 jurisdiction to decide the merits of the case.

22 As demonstrated below, Armstrong has continuously violated
23 each of the provisions of the Agreement listed above in Footnote
24 6. While the Church has no interest in pursuing a multiplicity of
25 suits, Armstrong's own conduct demonstrates not an isolated
26 incident, but an ongoing campaign, no different from his earlier
27 campaign of hatred and harassment. Therefore, the Church seeks a
28 preliminary injunction pending trial of this matter. The

1 irreparable injury to plaintiff and the inadequacy of any other
2 remedy mandates that the Court grant the Order requested.

3
4 **III. ARGUMENT**

5 **A. An Injunction May Be Granted To Prevent The Breach Of A
6 Contract The Performance Of Which Would Be Specifically
7 Enforced**

8 C.C.P. § 526 empowers the court to grant an injunction to
9 prevent a breach of a contract if the contract is one which may be
10 specifically enforced. C.C.P. § 526; see also, Steinmeyer v.
11 Warner Consolidated Corp. (1974) 42 Cal.App.3d 515, 518, 116
12 Cal.Rptr. 57, 60 ("An injunction cannot be granted to prevent
13 breach of a contract which is not specifically enforceable.");
14 Southern Christian Leadership Conference of Greater Los Angeles v.
15 Al Malaikah Auditorium Co. (1991) 230 Cal.App.3d 207, 281
16 Cal.Rptr. 216. The Agreement at issue is one which may be
17 specifically enforced by this Court as the contract is
18 sufficiently definite and certain in its terms, it is just and
19 reasonable, the plaintiff has performed its side of the bargain,
20 Armstrong has breached the contract, the Agreement was supported
21 by adequate consideration, and the Church's remedy at law is
22 inadequate. Taramind Lithography Workshop, Inc. v. Sanders (1983)
23 143 Cal.App.3d. 571, 575, 193 Cal.Rptr. 409, 410.

24 Further, while the Agreement contains a liquidated damages
25 provision, it is a well-settled statutory principle that a
26 contract providing for liquidated damages does not prevent the
27 contract from being specifically enforceable. Civil Code § 3389.
28 Accordingly, the Court is empowered to grant a preliminary
injunction to enjoin Armstrong from further breaching his
Agreement.

1 B. Preservation of The Status Quo And Prevention of Irreparable
2 Injury Requires The Court to Grant Plaintiff's Application

3 While C.C.P. § 526(5) deters the granting of injunctions to
4 prevent the breach of a contract "the performance of which would
5 not be specifically enforced," the Settlement Agreement at issue
6 herein is patently specifically enforceable. Indeed, the former
7 Mother Church of the Scientology religion, the Church of
8 Scientology of California ("CSC"), has already successfully
9 obtained injunctions and specific performance of settlement
10 agreements containing similar provisions.

11 In Wakefield v. Church of Scientology of California (11th
12 Cir. 1991) ___ F.2d __ (Slip Op., Exhibit 1R to Request), CSC
13 sought successfully to specifically enforce a settlement agreement
14 containing terms substantially similar to those which Armstrong
15 has violated here. CSC moved to enforce the provisions of the
16 settlement agreement, and the district court ordered hearings
17 before the magistrate judge. Id. The magistrate judge concluded
18 that Wakefield had violated the agreement. The district court
19 adopted the magistrate judge's findings, and issued a preliminary
20 and permanent injunction prohibiting Wakefield from violating the
21 agreement. Id. When Wakefield violated the injunction, again
22 making media appearances, CSC sought an order to show cause why
23 Wakefield should not be held in contempt. At an in camera
24 proceeding, the magistrate judge found that Wakefield had
25 willfully violated the injunction, and recommended that the case
26 be referred to the United States Attorney's office for criminal
27 contempt proceedings. Id. at 4628.

28 Although the district court's issuance of the injunction in

1 Wakefield was not at issue in the Eleventh Circuit proceedings,
2 the Eleventh Circuit described in its opinion, "Wakefield's
3 constant disregard and misuse of the judicial process," suggesting
4 approval of the district court's actions. Id. at 4630.

5 Similarly, in McLean v. Church of Scientology of California
6 (11th Cir. 1991) __ F.2d __ No. 89-3505 [Ex. 1P], plaintiff McLean
7 also entered into a settlement agreement containing
8 confidentiality provisions preventing her from discussing the
9 litigation with anyone outside her immediate family. Id. at 2.
10 By her own testimony, plaintiff admitted to reacquiring certain
11 documents and using them to "counsel" Church members. She further
12 admitted to discussing certain aspects of the suit with people
13 outside her immediate family. Id. at 3. As a result, the
14 appellate court affirmed the district court order permanently
15 enjoining McLean from disclosing any information about her lawsuit
16 and the resulting settlement agreement entered into between the
17 parties. Id. at 6.

18 Just as the district courts in Wakefield and McLean found it
19 necessary to issue an injunction to enforce the agreement of the
20 parties, so must the Court herein issue a preliminary injunction
21 to enjoin Armstrong from further breaches. The status quo will be
22 maintained and irreparable injury will be prevented only by
23 granting the Church's motion for preliminary injunction and by
24 halting the activities of Armstrong.

25 1. The Status Quo Will Be Maintained
26 Only By Granting Plaintiff's Motion

27 The status quo sought to be maintained by the Church is the
28 achievement by both sides of the benefits of the Agreement -- the

1 status quo which existed when, in December 1986, the Church and
2 Armstrong were fully performing their obligations under the
3 Agreement. By repeatedly violating the Agreement, Armstrong has
4 destroyed the peace for which the Church lawfully bargained.
5 Therefore, the Church seeks an order that prevents Armstrong from
6 further harming the Church and related entities, and his
7 continuing breach of the Settlement Agreement. Absent the order
8 the Church seeks, the damage and corruption caused by Armstrong's
9 outright and continuing breach of the Agreement will spread even
10 further than it already has.

11 The fact that Armstrong intends to continue his
12 transgressions and damage the Church could not be any plainer.
13 Indeed, Armstrong has already made it overwhelmingly clear that he
14 has deliberately breached the Agreement by his own actions in
15 aiding Yanny and Ford Greene in litigation adverse to the Church
16 and in his own statements made in his declarations filed in the
17 Aznaran case. [Ex. 1L to Request, Declaration of Gerald Armstrong
18 (minus exhibits) at para. 18.] [See also, Ex. 1M to Request,
19 Declaration of Ford Greene, para. 7.] Therefore, the Church
20 requests that the Court compel Armstrong to cease assisting
21 parties with interests adverse to the Church and to abide by the
22 terms of the Agreement.

23 **2. The Church Will Be Irreparably Harmed**
24 **Absent the Issuance of an Injunction**

25 Despite repeated demands by the Church that he conduct
26 himself in accordance with all of the provisions of the Agreement,
27 Armstrong has continued to violate those provisions which were
28 specifically requested by the Church to ensure that peace was

1 truly and finally obtained by the settlement. Not only is
2 Armstrong assisting adversaries of the Church, he is doing so to
3 foster and perpetuate relentless litigation against the Church to
4 serve his own ends. Armstrong's conduct is continuous, oppressive
5 and malicious and has been undertaken for the express purpose of
6 injuring plaintiff. Only an injunction pending trial has any hope
7 of stopping Armstrong from waging his malicious, relentless and
8 senseless war.

9 C.C.P. § 526 provides that an injunction can be granted when
10 it appears by complaint or affidavit that the commission of some
11 act during the continuance of the action would produce great or
12 irreparable injury to a party to the action (subdivision 2) or
13 when it appears that a party to the action is doing, or
14 threatening to do, some act in violation of the rights of another
15 respecting the subject of the action and tending to render the
16 judgment ineffectual (subdivision 3). Here, an injunction is
17 needed to prevent Armstrong from continuously breaching the
18 Agreement and fomenting litigation against the Church while the
19 Church awaits trial and judgment on the merits. Although some of
20 Armstrong's breaches are subject to a liquidated damages clause,
21 others, including the continual violations which he is engaging in
22 through his employment by Ford Greene, are not. It is these
23 continual violations, which no monetary award can remedy, which
24 the Church seeks to enjoin.¹¹

25
26 ¹¹ No remedy may be available to the Churches in the form of
27 liquidated damages in any case. Armstrong has asserted by
28 declaration that he is insolvent, saying,

"I have attempted to obtain an attorney to represent me
(continued...)

1 C. A Balancing Of The Equities Requires The Court To Grant
2 Plaintiff's Motion

3 In determining whether to grant injunctive relief, the Court
4 must balance the equities before it and exercise its discretion in
5 favor of the party most likely to be injured. Robbins v. Superior
6 Court (1985) 38 Cal.3d 199, 205, 211 Cal.Rptr. 398, 402. In
7 balancing the equities, the Court considers two interrelated
8 factors: (1) the likelihood that plaintiff will prevail on the
9 merits; and (2) the interim harm that plaintiff is likely to
10 suffer if the injunction is denied as compared to the harm that
11 defendants are likely to suffer if the injunction is granted.
12 Id., at 206.

13 1. Plaintiff Is Likely To Prevail On The Merits

14 It is clear that the Church is likely to succeed on the
15 merits. The Church has submitted an overwhelming factual showing,
16 which provides thorough detail of Armstrong's willful injurious
17 conduct and overt violations of the Agreement. The Verified
18 Complaint and the Declarations of Lawrence E. Heller, Exhibit 4,
19 and Laurie J. Bartilson, Exhibit 5, supply only a portion of the
20 facts for the Church's likelihood of success on the merits. In
21 addition, Armstrong's own statements, made in declarations filed

22 ¹¹(...continued)
23 specifically in the motion to enforce now before the court,
24 but have so far been unsuccessful. I do not have the
wherewithal to retain any attorney who would require a fee
to defend me." [Ex. 1Q to Request]

25 Armstrong's asserted insolvency made the guarantee of liquidated
26 damages an empty promise, and renders the Churches' damage, even
27 for these breaches, irremediable. West Coast Construction
28 Company v. Oceano Sanitary District (1971) 17 Cal.App.3d 693, 95
Cal.Rptr. 169.

1 in the Aznaran case as well as his own conduct, form the best
2 evidence that he has breached and will continue to breach the
3 Agreement, until this Court enjoins his violative conduct.

4 In addition, on December 3, 1991, the Church filed a motion
5 in Los Angeles Superior Court for enforcement of the Settlement
6 Agreement and for liquidated damages due to Armstrong's breaches
7 of the Agreement. In Armstrong's opposing papers and at the
8 hearing of the matter, Armstrong did not deny that he has
9 committed the multiple breaches which provoked the filing of the
10 motion, and he did not deny that his activities violated the
11 specific provisions of the Settlement Agreement cited in the
12 moving papers. Indeed, the motion failed only because the Court
13 determined that it lacked jurisdiction, since the case itself had
14 already been settled. With a new action now before the Court, an
15 injunction should and must issue to preserve the Church's rights
16 pending trial.

17 **2. The Interim Harm That Plaintiff Will Suffer**
18 **Absent An Injunction Exceeds Any Harm to**
19 **Armstrong If Injunctive Relief Is Granted**

20 Armstrong has no equities whatsoever in this action. No one
21 has any right to continue to violate a settlement agreement.
22 Armstrong's only "injury" if he is enjoined is that he will not be
23 able to violate the Agreement in the future. On the other hand,
24 the harm that will be suffered by the Church absent injunctive
25 relief is the irreparable harm of being victimized by Armstrong's
26 violations, while others with interests adverse to the Church
27 benefit in legal proceedings from an unfettered flow of breached
28 obligations, wrongful disclosures and legal infidelity.

Thus, the balancing of the equities unquestionably weighs in

1 favor of the Church.

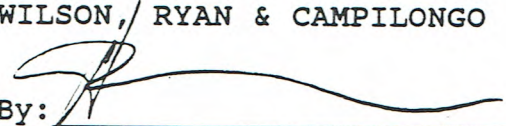
2 **IV. CONCLUSION**

3 In December, 1986, the Church bought an expensive peace from
4 Armstrong. Its members thought, and reasonably, that the
5 negotiated peace was desired by both sides, and permanent, its
6 terms both clear and fair. Armstrong, his funds allegedly gone,
7 has embarked on a campaign of deliberate breaches reminiscent of
8 the very conduct plaintiff sought to end, in an obvious effort to
9 convince the Church that it must pay for its peace in five-year
10 installments. Such an agreement was neither contemplated nor
11 made. By providing aid, declarations, and information which he
12 agreed to keep confidential directly to the Church litigation
13 adversaries, Armstrong has repeatedly, deliberately and
14 continuously breached the Agreement which he signed, and under the
15 auspices of which he accepted a substantial settlement amount.
16 Because Armstrong refuses to stop his continuous contempt for his
17 own agreements, this Court must, on the uncontroverted
18 evidence, much of it from Armstrong's own lips, enjoin him from
19 further breaching his Agreement while this action is pending.

20 Dated: February 4, 1992.

Respectfully submitted,

21 WILSON, RYAN & CAMPILONGO

22 
23 By: _____
Andrew H. Wilson

24 Laurie J. Bartilson
25 BOWLES & MOXON

26 Attorneys for Plaintiff
27 CHURCH OF SCIENTOLOGY
28 INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Los Angeles, CA 90028

On May 6, 1992, I served the foregoing document described as PLAINTIFF'S EX PARTE APPLICATION FOR AN ORDER THAT THIS COURT CONSIDER MEMORANDA OF POINTS AND AUTHORITIES IN EXCESS OF 15 PAGES FILED BY THE PARTIES IN SUPPORT OF AND/OR OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF LAURIE J. BARTILSON IN SUPPORT THEREOF on defendants in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Paul Morantz **BY HAND**
P.O. Box 11
Pacific Palisades, CA 90272

Ford Greene **BY MAIL**
Hub Law Offices
711 Sir Francis Drake Blvd
San Anselmo, CA 94960-1949

Graham Berry **BY HAND**
Lewis, D'Amato, Brisbois & Bisgaard
221 N. Figueroa St. Suite 1200
Los Angeles, CA 90012

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with

postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on May 6, 1992 at Los Angeles, California.

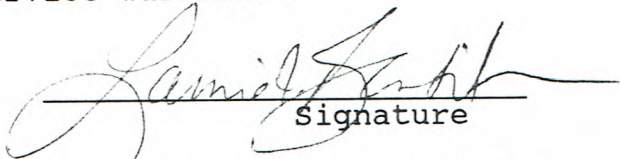
*(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressee.

Executed on May 6, 1992, at Los Angeles, California.

(State) I declare under penalty of the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Bartilson


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)